

COMMUNITY PROPERTY AGREEMENT

This COMMUNITY PROPERTY AGREEMENT entered into this day by and between HENRY M. BERNYS and KATHRYN M. BERNYS (also known as Florence Kathryn Bernys), husband and wife, of Stevenson in Skamania County, State of Washington:

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of certain real and personal property situate in the State of Washington, and

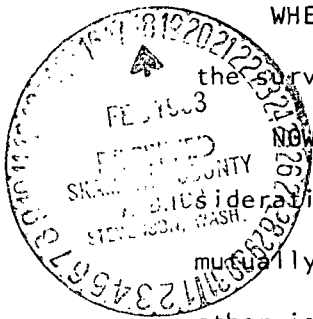
WHEREAS, it is contemplated by the parties hereto that they may acquire additional property in the future; and

WHEREAS, it is the desire hereto that all of their property shall pass to the survivor without delay or expense in the event of the death of either party;

NOW, THEREFORE, we, Henry M. Bernys and Kathryn M. Bernys, for and in consideration of the love and affection which we have one for the other, do hereby mutually agree that all of the property which we now own separately, jointly or otherwise, and whether real, personal or otherwise, and wheresoever situate, shall be and it is hereby declared to be the community property of the parties, and each of the parties to this agreement does hereby convey and transfer to the other party and to the community, all property owned by them even though the same be held in his or her separate estate; and

We hereby mutually agree that all of the property which shall hereafter be acquired by either of us, whether separately, jointly or otherwise, and of whatsoever nature and wheresoever situate, shall be and it is hereby declared to be community property, and each of the parties does hereby convey and transfer to the other and to the community all such property hereafter acquired by either of them, even though the same be acquired in his or her separate estate; and

IT IS FURTHER AGREED that the whole of the community property now owned by us or hereafter acquired by us, including all property the status of which is changed or created by this agreement, shall at once, in the event of the death of Henry M. Bernys while the said Kathryn M. Bernys survives, be vested in Kathryn M. Bernys absolutely and in fee simple as her sole and separate property; and in the event of the death of the said Kathryn M. Bernys while the said Henry M. Bernys survives, then the whole of the community property owned by us or hereafter acquired by us, including all property the status of which is



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changed or created by this agreement, shall at once vest in the said Henry M. Bernys absolutely and in fee simple as his sole and separate property.

IN WITNESS WHEREOF the parties have executed this agreement this day of February, 1963.

Henry M. Bernys (SEAL)

Kathryn M. Bernys (SEAL)

STATE OF WASHINGTON     )  
                                      ) ss.  
County of Skamania     )

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 18<sup>th</sup> day of February, 1963, personally appeared before me Henry M. Bernus and Kathryn M. Bernys, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

R. M. Wright  
Notary Public in and for the State of  
Washington, residing at Stevenson, therein